

Durant

Teamsters #238 (Police)

7/1/2004 6/30/2007

**AGREEMENT  
BETWEEN**

**CITY OF DURANT**

**AND**

**CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JULY 1, 2004 TO JUNE 30, 2007**



## **ARTICLE #1- RECOGNITION**

The Employer recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 6683 on October 27<sup>th</sup>, 2003.

Included: All regular full-time and part-time police officers employed by the City of Durant.

Excluded: All elected officials and others excluded by Iowa Code section 20.4.

The term "regular full-time police officer" means an employee who is regularly scheduled to work at least forty (40) hours per week. The term "regular part-time police officer" means an employee who is regularly scheduled to work less than forty (40) hours per week.

There shall be no discrimination, restraint, or coercion by the Employer or the Union for or against any employee because of membership or non-membership in the Union.

The use of the masculine pronoun in this agreement shall include the feminine and vice versa.

## **ARTICLE #2- CHECK OFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

## **ARTICLE #3- WORK STOPPAGE**

The Union agrees that neither it nor any of its officers, agents, or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown or any other action which will interrupt or interfere with the operations of the City.

The Employer agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Union.

### **Section 3.2**

In the event of any proven violation or violations of any provision of this Article, its members or representatives, or by any employee:

A. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.

B. The Union shall, upon notice from the City, immediately direct such employees to resume normal operations immediately and make every effort to end any violation(s).

#### **ARTICLE #4- PROBATIONARY PERIOD**

All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

A. The probationary period for employees shall be ninety (90) calendar days. On promotional appointments, the probationary period for employees shall also be ninety (90) calendar days.

B. Probationary employees may be terminated by the City during the probationary period without appeal.

C. Permanent employee who vacates his/her position to accept a promotional appointment to a position in a higher level and who is rejected during the probationary period shall be reinstated in his/ her former position. However, if an employee who is currently on his/her probationary period because said employee has accepted a promotional position, as mentioned above, and said employee, during such probationary period, acts in a manner which would warrant discharge had the employee been in his/her non-promotional position, said employee is not immunized from discharge proceedings based on reliance that language in this section states the said employee shall be reinstated to his/her former position. The employee shall be subject to discharge proceedings regardless of his/her promotional status.

D. Upon completion of the probationary period, seniority shall be from the original date of hire.

#### **ARTICLE #5- WORK WEEK - PAY DATES**

The work week shall run from 3:00 A.M. Monday through 2:59 A.M. Monday morning.

Employees will generally work either a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour schedule as established by the Chief with input and approval from the City. The Chief may modify or adjust the shifts and hours as needed when deemed appropriate.

The normal work week will be forty (40) hours. Any notice of change of hours shall be made five (5) days in advance of such change except in cases of emergency.

#### **Section 5.2**

Whenever possible and except otherwise determined by the Chief, each employee shall receive a thirty (30) minute lunch period during their regular shift. Employees shall be available for emergency calls during their said lunch period. Each employee shall also receive two (2) fifteen (15) minute breaks during the course of their shift but must be

used at least one hour prior to the end of their shift.

#### Section 5.3

All employees will receive overtime for all hours worked in excess of forty (40) hours. Overtime will be paid at one and one-half (1 ½ ) times the regular rate. Overtime shall be offered based on seniority.

#### Section 5.4

When an employee is called back to work after the regular shift ends or before the shift begins, the employee shall be paid a minimum of one (1) hour of pay at the employee's regular rate of pay. "Called back to work" shall be defined as physically going to a call or location.

### **ARTICLE #6- VACATIONS**

#### Section 6.1

Vacation leave is provided to entitled employees for the purpose of rest and recreation from daily routine. The use of vacation is granted freely in accordance with the needs of the City of Durant. All requests for vacation must be approved by the immediate supervisor prior to the employee taking vacation leave. For vacation leave used in increments less than four (4) hours, the employee shall notify the supervisor by the end of the working day before the vacation is being taken. Vacation leave used in increments of less than four (4) hours may not be combined with any personal leave hours without the prior approval of the supervisor. For vacation leave used in increments larger than four (4) hours, the employee shall notify the supervisor in advance by at least the number of days (8 hours of vacation time) being taken times two (2). All requests for vacation leave of more than four (4) hours must be submitted a minimum of two days in advance of the requested vacation. When a holiday occurs during an employee's vacation leave, the holiday will be paid and no vacation leave will be charged. An employee shall be entitled to vacation leave with pay at such employee's basic rate of compensation. An employee shall earn vacation according to the following schedule:

Date of hire to one (1) year from date of hire (1 <sup>st</sup> anniversary)	No vacation
First business day after 1 <sup>st</sup> anniversary	80 hours vacation
First business day after 2 <sup>nd</sup> anniversary	80 hours vacation
First business day after 3 <sup>rd</sup> anniversary	80 hours vacation

First business day after 4 <sup>th</sup> anniversary	80 hours vacation
First business day after 5 <sup>th</sup> anniversary	120 hours vacation
First business day after 6 <sup>th</sup> anniversary	120 hours vacation
First business day after 7 <sup>th</sup> anniversary	120 hours vacation
First business day after 8 <sup>th</sup> anniversary	120 hours vacation
First business day after 9 <sup>th</sup> anniversary	120 hours vacation

On the first business day after the employee's 10<sup>th</sup> anniversary, the employee shall annually earn one hundred and twenty (120) hours vacation, plus eight (8) vacation hours up to a maximum of forty (40) additional vacation hours for each completed year.

#### Section 6.2

Employees shall have the option of being paid before vacation leave is taken if the vacation leave is taken on a payroll day. Accrued vacation leave shall be paid to the employee upon termination of employment or retirement.

#### Section 6.3

Employees may carry over up to forty (40) unused hours of vacation to the next year. However, no employee may use vacation hours in increments larger than the hours earned in that year. Vacation time that cannot be carried over to the next year shall be forfeited.

#### Section 6.4

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved to the Employer. A Department may establish a seniority system to give senior employees preference in the selection of vacation.

## **ARTICLE #7- HOLIDAYS**

Full-time employees shall be entitled to the following paid holidays:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

### **Section 7.2**

In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than the duration of the employee's probationary period and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

### **Section 7.3**

If an employee is required to work on an observed holiday, that employee shall be compensated at two and one-half (2 ½ ) times the regular rate of pay in addition to the paid holiday.

## **ARTICLE #8- SALARIES AND WAGES**

The following is the salary schedule for the fiscal years 2004-2007.

	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
Chief	2%	3%	3%
Bob McClanahan	2%	3%	3%
Bill Miller	\$15 per hour	3%	3%

## **ARTICLE #9- HEALTH & WELFARE**

### **A. Hospital and Medical Insurance**

The Employer shall maintain for each employee a hospital and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. It is agreed that in no event will the officers insurance coverage be different from the coverage offered to all other city employees.

### Section 9.2

An employee may elect to cover the employee's family under the health and accident insurance policy. The Employer will pay 100% of dependent coverage for the first year of the Agreement. In year two (2) the employees will pay seven and one-half percent (7 ½ %), and in year three (3) ten percent (10%) of the dependent premium. The employee shall pay any deductible cost or coinsurance cost as set out in the policy. Dependent coverage is the difference between the single premium and the family premium. The employer shall pay the remaining premium cost.

### Section 9.3

Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

## B. Life Insurance

### Section 1

The Employer shall maintain a group term life insurance policy for each employee in the face amount of twenty-five thousand dollars (\$25,000.00) at no cost to the employee.

### Section 2

Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

## **ARTICLE #10- SENIORITY**

Seniority shall be defined as continuous length of full-time service to the City of Durant.

### Section 10.2

An employee shall forfeit his/her seniority rights when he/she resigns, is terminated and is not reinstated, or retires.

### Section 10.3

In the event it becomes necessary to reduce the number of police officers, officers with the least seniority shall be laid-off first if the remaining employees are qualified to do the work. When recalling, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job under this Agreement is eliminated, police officers who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement. A police officer shall not accrue additional seniority, vacation leave, personal or disability leave during the periods in which the officer is laid off. In computing seniority, periods of an employee's suspension and leave without pay (except for work related injury or illness) shall be deducted from the employee's time of seniority. Seniority shall resume at the point at which the employee is reinstated, and the anniversary date shall be recomputed.

A. In the event of a recall, an employee laid-off shall be given ten (10) working days notice of recall by certified letter, mailed to his/her last known address. The



employee must respond to such notice within three (3) working days after receipt thereof and actually report to work within seven (7) working days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing recall notice. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

B. All police officers on lay-off status shall retain their seniority.

C. The definition of "working day" shall be Monday-Friday during regular business hours excluding holidays.

#### **ARTICLE #11- PAID LEAVES OF ABSENCE**

Personal Leave- Personal Leave is provided to all entitled employees. Personal Leave shall be accrued based on the following schedule:

Date of hire to end of probation..... no personal leave  
First day after probation to first anniversary.....40 hours personal leave  
First business day after each anniversary..... 56 hours of personal leave

Any leave unused at the end of each year may be banked in the employees disability leave account. Unused personal leave benefits shall be paid to the employee upon termination of employment or retirement.

Disability Leave- All eligible employees shall be eligible to receive disability leave benefits commencing on the eighth (8) day following total disability at the rate of 75% of the employees base wage at the time of disability. Total disability shall be defined as the physical inability to perform ordinary functions of the employee's job. The City of Durant in its sole discretion and expense may require the employee to see a physician of the City's choice to verify and determine the extent of the disability. If the employee refuses to see said physician, the City may discontinue disability leave until such an examination is made. In the event of a continuing illness or injury resulting in the recurrence of total disability, the employee shall not be required to wait seven (7) days after the disability to receive disability leave. All entitled employees shall accrue disability leave as follows:

Date of hire to 1<sup>st</sup> anniversary.....no disability leave  
First business day after 1<sup>st</sup> anniversary to 2<sup>nd</sup> anniversary.....80 hours

Each year after the second anniversary the employee shall be entitled to an additional forty (40) hours of disability leave. This disability leave shall be credited to the employee on the first business day after the employees anniversary date. Unused disability leave shall be forfeited upon termination of employment or retirement. The employee shall have no claim for payment of disability leave in any manner.

Military leave- Any employee enlisting or called to active duty in any branch of the Uniformed Services of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, shall be granted all rights and privileges provided by the Act.

Funeral Leave- A leave of absence of up to a maximum of three (3) days will be granted (if employee is scheduled to work on said days) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, father, mother, step-parents, step-children, parents-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and uncles/aunts. Additional non-paid days of leave may be granted at the discretion of the employer.

## **ARTICLE #12- COURT LEAVE / JURY DUTY**

### **A. Court Leave**

Employees will be called upon to be available for depositions, pretrial conference or a court appearance in connection with criminal matter where they may be involved as an arresting officer or material witness of information deemed in proximate connection with the employee's employment for the City. No additional pay will be paid if such time occurs during the normal working hours of the employee.

### **Section 12.2**

The employee, including a probationary employee, required to appear for Court during off-duty hours must be in uniform or suitable attire and shall be paid a minimum of two (2) hours pay at the employee's straight time regular rate of pay. If an employee appears for Court and is off duty, and the Court has been cancelled, the City will pay the above two (2) hours rate of pay, but if the employee has been properly notified of the Court cancellation, the City will not be obligated to pay the employee. The officer will call the Court the day before the trial to determine if the trial is still scheduled to proceed.

### **Section 12.3**

If an employee is subpoenaed in a job-related civil case, he or she shall not lose any pay as a result thereof but shall be compensated as stated in this section if the employee is off duty. If the employee is required to conduct a phone hearing at the police station, the employee shall receive a minimum of two (2) hours of straight pay.

### **B. Jury Duty**

#### **Section 12.4**

Any full-time employee selected for jury duty shall received a paid leave of absence for the time spent on such duty. The employee shall receive the regular straight time pay and shall turn over to the employer the pay earned from such jury service. However, the employee shall be allowed to keep any allowance for mileage.

#### **Section 12.5**

An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work immediately.

Section 12.6

An employee who is called for jury duty shall promptly notify the employer.

**ARTICLE #13- GRIEVANCE PROCEDURE**

Definition: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 13.2 Section 2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The Employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by written mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure unless resolved.
- f. All meetings, investigations and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore to this Article.
- g. At all steps of a grievance the Employer and Union shall have the right to have

representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

### Section 13.3 Section 3.

#### Section A

- a. An employee or the Union who claims a grievance shall present such grievance orally, to the employee's immediate supervisor, within five (5) working days after knowledge of the event giving rise to the grievance. The supervisor shall give an oral answer to the grievance within (5) working days after the supervisor receives the oral grievance.
- b. If the grievance is not settled in Step 1 it may be appealed by the employee or the Union within five (5) working days after the answer of the immediate supervision is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the representative of the Union, and shall specifically state the facts and the section of this agreement which is in dispute. The written grievance shall be presented to the Chief, if the Chief is not the immediate supervisor, who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance. If the Chief is the immediate supervisor, the written grievance shall be presented to the City Administrator who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.
- c. If the immediate supervisor is not the Chief, and the grievance is not settled in Step 2, the written grievance shall be presented to the City Administrator who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.
- d. If the grievance is not settled in Step 3 it may be appealed by the Union by giving written notice of a request for arbitration to the City Administrator within five (5) working days after the City Administrator's answer is due. The written notice shall be signed by a representative of the Union and shall specifically state the facts and the section of the Agreement which is in dispute.

#### Section B

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, of the Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be

appealed to the next step.

#### Section C

When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the Employer and the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

#### Section D

The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the employer in any matter reserved to the employer by law or by the terms of this agreement.

#### Section E

The arbitrator shall issue a decision in writing within fifteen (15) days after the conclusion of the hearing and a decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, the employee, and the Union. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the Employer and the employee or the Union.

#### Section F

No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.

#### Section G

The Employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of the Court reporter, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

#### Section H

Any resolution of a grievance without Union representation shall not be in conflict with this Agreement unless approved by the Union in writing. A copy of any grievance resolution shall be provided to the Union.

#### Section 13.7

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

### **ARTICLE #14- TRAINING**

The Employer shall provide and pay for all expenses incurred for the attendance in training or educational programs required by the City. This shall include but not be limited to meals, lodging and mileage. No officer shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such training. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to insure that they are certified Iowa peace officers.

### **ARTICLE #15- FALSE ARREST LAWSUITS**

The City shall defend, save harmless and indemnify the Police Officers against any tort claim or demand to the extent required by Chapter 670 of the Code of Iowa. Notwithstanding the previous sentence, the City agrees not to reduce the amount of insurance coverage for the Officers from the amount maintained in its Law Enforcement Personal Injury Liability Policy covering dates from April 1, 2004 to March 30, 2005.

### **ARTICLE #16- UNIFORM AND EQUIPMENT MAINTENANCE**

The City will provide the necessary equipment (including bulletproof vests) and costs to

perform the essential functions of the job and all equipment will be maintained in a safe and operable condition by the City.

Section 16.2

All uniforms as reasonably required for all members of the Durant Police Department shall be provided by the City at its sole cost and expense.

**ARTICLE #17-GENERAL CONDITIONS**

Section 17.1

This agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 17.2

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 17.3

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE #18- EFFECTIVE DATE AND TERM**

This Agreement shall be effective July 1, 2004 and shall continue through June 30, 2007.

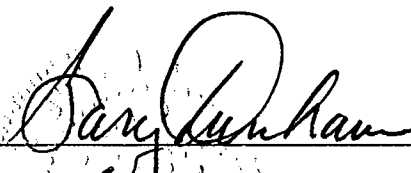
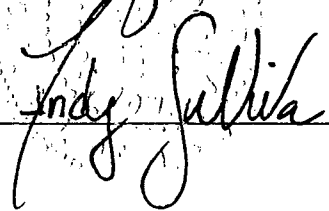
**Section 18.2**

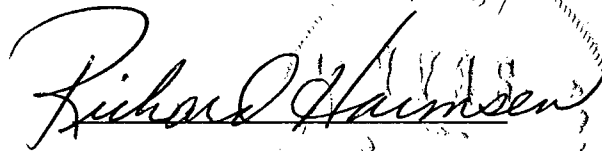
A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this 14<sup>th</sup> day of December, 2004.

CHAUFFEURS, TEAMSTERS &  
HELPERS LOCAL UNION NO. 238:

CITY OF DURANT, IOWA:

  
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